

42928 Y3  
REV

**STATE FUNDS GRANT**  
**BETWEEN**  
**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**MIDLAND AREA AGENCY ON AGING**

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **MIDLAND AREA AGENCY ON AGING** (hereinafter "Grantee").

**DHHS GRANT MANAGER:**

Bob Halada  
DHHS/MLTC/State Unit on Aging  
PO Box 95026  
Lincoln, NE 68509  
DHHS.Aging@nebraska.gov

**PURPOSE.** The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

**I. TERM AND TERMINATION**

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

**II. AMOUNT OF GRANT**

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$192,885.00 (one hundred ninety-two thousand, eight hundred fifty five dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$48.89 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker  
State Unit on Aging  
Division of Medicaid & Long-Term Care  
Department of Health & Human Services  
PO Box 95026  
Lincoln, Nebraska 68509-5026  
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### III. STATEMENT OF WORK

#### A. The Grantee shall:

- a. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
- b. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
- c. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
- d. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

#### B. DHHS shall:

- a. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
- b. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

#### C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
  - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
  - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
  - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
  - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
  3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

#### IV. GENERAL TERMS AND ASSURANCES

##### A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the

State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.

R. HOLD HARMLESS.

1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.

T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.

U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.

V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the

Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

- X. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- Y. **PUBLICATIONS.** Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

- Z. **PROGRAMMATIC CHANGES.** The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

- AA. **PROMPT PAYMENT.** Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

**Automated Clearing House (ACH) Enrollment Form Requirements for Payment.**

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- BB. **PUBLIC COUNSEL.** In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.



- CC. RESEARCH. The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. SEVERABILITY. If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. SUBGRANTEES OR SUBCONTRACTORS. The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. TIME IS OF THE ESSENCE. Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

**FOR DHHS:**

Nebraska Department of Health and Human  
Services - Legal Services  
Attn: Contracts Attorney  
301 Centennial Mall South  
Lincoln, NE 68509-5026

**FOR GRANTEE:**

Casey Muzic, Executive Director  
Midland Area Agency on Aging  
2727 W 2nd St, Suite 440  
Hastings, NE 68901  
402-463-4565

DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

**IN WITNESS THEREOF**, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

**FOR DHHS:**

DocuSigned by:

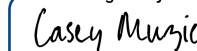


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Cynthia Brammeier  
Administrator  
State Unit on Aging

**FOR GRANTEE:**

DocuSigned by:



A8A542D76D24414

Casey Muzic  
Executive Director  
Midland Area Agency on Aging

DATE: 7/2/2018 | 14:20:30 CDT

Grant - No Federal Funds  
Rev. 08/2017

DATE: 7/2/2018 | 13:47:29 CDT

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# ATTACHMENT A

Midland Area Agency on Aging

Annual Budget 018-19

## FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SENIOR VOLUNTEER PROGRAM	Elder Access Legal Aid	Clay Transport	Howard Transport	36. ADRC			Area Plan Admin	TOTAL
<b>COST CATEGORIES</b>										
1. Personnel	\$166,860		\$0	\$39,727	\$53,416	\$54,471				\$314,474
2. Travel	\$8,591		\$0	\$300	\$450	\$3,486				\$12,827
3. Print & Supp.	\$8,121		\$0	\$275	\$860	\$866				\$10,122
4. Equipment	\$195		\$0	\$0	\$0	\$0				\$195
5. Build Space	\$6,040		\$0	\$1,692	\$2,785	\$4,200				\$14,717
6. Comm. & Utilit.	\$2,652		\$0	\$1,865	\$6,432	\$2,448				\$13,397
7. Other	\$19		\$0	\$10,770	\$12,355	\$538				\$23,682
8a. Raw Food			\$0	\$0	\$0	\$0				\$0
8b. Contractual	\$2,407		\$75,000	\$0	\$0	\$21,650				\$99,057
<b>9. GROSS COST</b>	<b>\$194,885</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$54,029</b>	<b>\$76,298</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$488,471</b>
<b>NON-MATCHING</b>										
10. Other Funding	\$0		\$0	\$44,975	\$56,749					\$101,724
11a. Title XX/Medicaid	\$0		\$0	\$0						\$0
11b. NSIP	\$0		\$0	\$0	\$0					\$0
12a. Income Cont./Fees	\$2,000		\$0	\$2,220	\$4,200					\$8,420
<b>12b. TOTAL NON-MATCH</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,195</b>	<b>\$60,949</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$109,144</b>
<b>13. AVOIDABLE COST</b>	<b>\$192,885</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$7,434</b>	<b>\$15,349</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$378,327</b>
<b>MATCH</b>										
14a. Local Public (Cash)	\$0		\$0	\$0	\$7,000					\$7,000
14b. Local Public (In-Kind)	\$0		\$0	\$0	\$0					\$0
15a. Local Other (In-Kind)	\$0		\$0	\$0	\$0					\$0
15b. Local Other-Cash	\$0		\$0	\$0	\$0					\$0
<b>16a. TOTAL LOCAL MATCH</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,000</b>
<b>16b. Cost Less Match</b>	<b>\$192,885</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$7,434</b>	<b>\$8,349</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$371,327</b>
<b>FUNDING</b>										
17a. CASA	\$0		\$75,000	\$0	\$0	\$87,659				\$162,659
17b. CASA (Used as Match)	\$0		\$0	\$7,434	\$8,349					\$15,783
18a. SUA Grants	\$0		\$0	\$0	\$0					\$0
18b. Special Award	\$0		\$0	\$0	\$0					\$0
18c. Care Management			\$0	\$0	\$0					\$0
<b>18d. TOTAL FUNDING</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$7,434</b>	<b>\$15,783</b>	<b>\$87,659</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$162,659</b>

Sen. Vol. units are reported under  
volunteerism in NAMIS

Projected Units	3,945.00	0.00	0.00	1,200.00	2,900.00	95.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 49.40	#DIV/0!	#DIV/0!	\$ 45.52	\$ 26.31	\$ 922.73	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	#DIV/0!	#DIV/0!	\$ -	\$ 2.41	\$ -	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 48.89	#DIV/0!	#DIV/0!	\$ 6.20	\$ 2.88	\$ 922.73	#DIV/0!	#DIV/0!	#DIV/0!

# **ATTACHMENT B**

State Unit on Aging

Care Management Reimbursement Request

Form C 42828 Y3

**NEBRASKA**Subrecipient Name Midland Area Agency on Aging

Good Life. Great Mission.

Address Book No. 535649

DEPT. OF HEALTH AND HUMAN SERVICES

Subaward No. \_\_\_\_\_

Service Dates \_\_\_\_\_

Total Casework Time Units

Approved Reimbursement Rate

Actual Value \_\_\_\_\_ -

Client Fees Received

CASA funds

Other Income (list separately below)

.

.

.

Total Income \_\_\_\_\_ -

Total Reimbursement Requested \_\_\_\_\_ -

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

\_\_\_\_\_  
DIRECTOR\_\_\_\_\_  
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

# **ATTACHMENT C**

# NEBRASKA

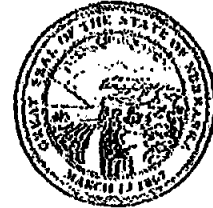
Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

Applicant Name: Midland Area Agency on Aging

Street Address: 2727 W 2nd St. Suite 440

City/State/Zip: Hastings, NE 68901

Contact Person (Include Address and Telephone if different from above):

## DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:  
Nebraska State Unit on Aging - [DHHS.Aging@nebraska.gov](mailto:DHHS.Aging@nebraska.gov).
- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, Charles Neumann, chairperson of the MAAA, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area

Date: 4/4/2018 Signature: *Charles F. Neumann*  
Title: *Chairman*

B. If the Provider of a Care Management Unit is a solo proprietorship or partnership. Provide for the signature of the duly authorized person to the statement below:

I, \_\_\_\_\_, of MAAA, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification, along with explanation supporting the reasons for any proposed change.

**MIDLAND AREA AGENCY ON AGING  
CARE MANAGEMENT PROGRAM  
PLAN OF OPERATION  
2018-2019**

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**MIDLAND AREA AGENCY ON AGING  
CARE MANAGEMENT PROGRAM  
PLAN OF OPERATION  
2018-2019**

**I. PHILOSOPHY, DESIRED OUTCOMES and ACTIVITIES to reach those outcomes of MIDLAND AREA AGENCY ON AGING CARE MANAGEMENT UNIT.**

**(2-006.01A1) STATEMENT OF PHILOSOPHY**

Midland Area Agency on Aging (MAAA) is committed to the development and maintenance of a community based long term care network within the Agency's service area by providing a network of senior services and activities to complement existing family and community support systems. Our principal philosophy is to enable individuals to live their lives with optimum independence and choice when they are facing deteriorating health, environmental, social and financial status. We strive to evaluate, inform, educate, and assist clients to fulfill their needs. This is best accomplished when the client remains in control. The philosophy of MAAA's Care Management Unit is summarized in "View of a Care Management Client".

**View of a Care Management Client**

"A Care Management client is an individual, rich with life and in full possession of his/her civil rights. The client also has the primary, if not sole responsibility, for his/her life and the authority to make decisions regarding their life. The client is an individual who, in spite of overwhelming difficulties, is capable of participating in problem solving and making changes to benefit his/her well being. All Care Management clients are considered equals and are entitled to the best services and care available within the community.

Families are an integral part in caring for the client. It is the philosophy of MAAA's Care Management Unit that each client and their support systems are unique. We believe that by involving both the client and informal/formal support systems that informed decisions can be made.

There may come a time when a client's level of care may be better met by other services. At that time, the CHOICES Coordinator will provide options to the client of community based and institutional resources that may meet the increased needs of the client. If the client chooses, the Care Management Unit will assist with coordination of the transition, assuring a continuum of services. The Care Management Unit believes that in order to be able to serve persons in their community an array of service providers must be available. It is the goal of this unit to work in conjunction with resource developers to seek out qualified providers both individuals and agencies to serve those in need."

The Care Management Unit staff of the CHOICES Supervisor, Coordinators and Case Workers will assist clients with services as specified in state statutes 81-2229 through 81-2236. This includes completing an assessment, developing, coordinating and regularly

reviewing a long term care plan, making referrals, monitoring the delivery of services, ongoing consultations and advocating for the client. Long Term Care shall mean the caring for people who have unmet psychosocial, environmental, or functional needs and who need assistance in meeting these needs for an average of three months or longer.

The goal of Care Management Services is to assist the client to achieve optimum independence and functioning in the community. To meet that goal, Midland Area Agency on Aging will:

ASSIST a client to identify unmet needs and utilize services needed to assure that the client is receiving, when reasonably possible, the least restrictive level of care meeting their level of need.

IDENTIFY and COORDINATE the delivery of a continuum of services through the development and implementation of a client approved individualized Care Plan, utilizing appropriate and/or available care resources. These services shall include informal support systems of a client such as family members, neighbors and friends, and, as needed, the formal support systems of community based services and institutional resources.

MONITOR the delivery of services provided under the Care Plan to assure that the care being provided is coordinated with other providers, is fully understood by the client and provider, and fulfills the need(s) identified by the client.

REASSESS the client's needs as conditions change to assure that the Care Plan meets the current needs of the client for additional, fewer or less costly alternatives. Reassessment will be done on a continual basis updating the Assessment and Care Plan as the need arises.

## **(2-006.01A1) GOALS AND OBJECTIVES**

### **1.Older Nebraskans are satisfied with the Care Management Services that they receive.**

#### **Activity:**

A Client Satisfaction Survey will be sent out at least annually to Care Management clients. The survey will encourage client/family to provide input on the quality of services and of the advocacy provided by the unit. Using this input, the quality of MAAA's Care Management program can be measured. Input from the survey will be beneficial in changing/improving the program/service.

#### **Performance Measure:**

95% of Client Satisfaction Survey Results responses will be agree or strongly agree.

### **2. The Care Management program will continue to serve more clients and their caregivers.**

#### **Activity:**

CHOICES staff will continue to provide outreach as described in the Procedure to Inform

Eligible Individuals in order to educate potential clients, caregivers and other persons involved in their care regarding the benefits and services of the care management program.

Performance Measure:

The Care Management census will increase at least 2% during FY 2018-2019.

## **II. POLICIES, PROCEDURES, AND REPRESENTATIONS**

### **(2-006.01B) PROCEDURE TO RECEIVE CITIZEN INPUT**

Input will be received from local citizens in the formulation and implementation of the Plan of Operation by consulting with the Advisory Board of Area Agency on Aging, which is composed of agency representatives and members of eight (8) County Advisory Councils to Midland Area Agency on Aging. Input will also be obtained through the Governing Board of Midland Area Agency on Aging, composed of representatives of the eight (8) area county supervisors. The Midland Area Agency on Aging Public Hearing on programs and operations will also serve as a mechanism for public input.

### **PROCEDURE TO INFORM ELIGIBLE INDIVIDUALS**

Eligible individuals will be informed about Care Management Services on an ongoing basis through the media and other sources such as:

1. Public presentations at community organizations and educational institutions.
2. Provide information at health fairs and related activities.
3. Contact with professional partners who also serve the aged such as nursing facility social workers, hospital discharge planners, Senior Center Directors, home health care agencies and assisted living facility.
4. Submit media releases and interviews, as appropriate for public information and education.
5. Advise medical professionals, attorneys and clergy through public speaking, brochures, and personal contacts.

### **(2-006.01C) PERFORMANCE REVIEW/EVALUATION**

The methods used to evaluate the desired outcomes and activities to attain those outcomes are:

1. A review of the desired outcomes, and progress in obtaining those activities, will occur at least quarterly by the CHOICES Supervisor, keeping the Executive Director informed of the progress.

2. The CHOICES Supervisor will provide monthly report to the Area Agency on Aging Governing Board of the Care Management census and a quarterly report of the Client Surveys.
3. Performance deficiencies noted by the annual review or by State Unit on Aging Certification Reviewers will be addressed through a Plan of Correction. Those affecting the Certified Care Management status with the State Unit on Aging will be submitted as required and monitored monthly until completed.

**(2-006.01D) ASSURANCE OF SEPARATE OPERATION**

The Care Management Unit shall be operated separately from Direct Care Programs of the Midland Area Agency on Aging. In creating the Care Management Unit within the Midland Area Agency on Aging, care has been taken to assure separate, noncompetitive funding with the Senior Service Programs and the Care Management Unit. All counties will have comparative access to the service. No Midland Area Agency on Aging Provider shall have a vested interest in the services called for in the Care Plan.

**(2-006.01E) PROCEDURE FOR INTERDISCIPLINARY APPROACH**

The following procedures will be used to provide an interdisciplinary approach to Care Management Services:

Community Agencies will be contacted for eligibility and availability of service to the client. The CHOICES Coordinators and CHOICES Case Workers will be trained in facilitating service linkages and in working with the client as well as traditional or formal caregivers. Provisions for a formal case review process between the CHOICES Coordinator and the CHOICES Case Worker will occur monthly.

Team Meetings will be conducted monthly by the CHOICES Supervisor. In these meetings, the interdisciplinary CHOICES staff members will have an opportunity to discuss new clients, challenging clients, and other related issues. The team members are expected to attend on a regular basis are the CHOICES Coordinators, CHOICES Case Workers and Resource Development staff.

**(2-006.01F) PROCEDURE FOR SERVICE PRIORITY**

All individuals 60 years and older, in the Midland Area Agency on Aging Service Area are entitled to access to the Midland Area Agency on Aging Care Management Service. In the event of insufficient funds, clients will be prioritized for service as follows:

- All clients at risk for immediate nursing home placement
- All clients referred by DHHS, hospital discharge planners, home health care or physicians
- All clients referred by a family member or caregiver who is in the need for help

- All clients who show any indication of confusion with probable cause traceable to inadequate nutrition or improperly administered medications.
- Inability to be left alone 8-12 hours in a 24 hour period
- Any client with one or more functional problems requiring assistance
- All clients who are on 10 or more medications.
- Any client who has suffered the recent death of a spouse or other major caregiver.
- All clients over the age of 85 needing assistance.
- Anyone who may be able to leave a nursing home and return to a more independent style of living.
- A frail person in jeopardy of losing his/her independence because of lack of supportive services.

Any one or combination of the above mentioned increases the priority of need for Care Management Services.

All Care Management clients are eligible for services, regardless of their ability to make a contribution. During the initial visit, the sliding fee scale will be discussed and the potential client portion will be determined prior to the delivery of services. The client/representative will be notified that contribution based on the sliding scale fee is appreciated, but not required. A monthly statement will be provided to the client/representative. The statement will also contain a reminder that contributions are welcome but not required. No further attempt will be made by Midland Area Agency on Aging to collect a contribution on Care Management client accounts.

In the case that the State Unit on Aging Care Management funds are exhausted prior to year end, Midland Area Agency on Aging will continue to serve existing clients. New clients will be served on a cost basis until funding is again available. For potential clients unable to afford the service at a cost, assistance will be requested of local programs for obvious client needs. Persons still requiring an advocate will be placed on a waiting list. This waiting list will be shared with State Unit on Aging for purposes of establishing level of program needs.

#### **(2-006.01G) GRIEVANCE PROCEDURES**

A goal of the Care Management Services is to generate satisfied clients. However, because of the complexity of the Care Management System and the need for careful management of governmental funds, disagreements or other concerns may arise.

The care plan should meet the needs of the client. The success of the plan will depend on the client's willingness and ability to be an active participant, the support of the informal people in the client's life and the cooperation of the community, CHOICES Coordinator and CHOICES Case Worker.

Clients or any individual involved in the overall care plan have been notified in



writing on the Client Rights and Responsibilities form, located on the back of the consent form signed prior to beginning Care Management services, that they have the right to file any grievance without fear of reprisal or discrimination from the Care Management staff or administration.

Additionally, if the client or the individual acting in their behalf feels the client's rights have been violated, a grievance may be initiated.

The Midland Area Agency on Aging Care Management Program will utilize the existing Midland Area Agency on Aging Policies as they may apply for client grievances and appeal procedures. See Appendix A - Grievance Procedure for Participants.

### III. BUDGET INFORMATION

**(2-006.01H) (See Agency budget information)**

#### UNITS OF SERVICE DATA

- A. The area served by the Midland Area Agency on Aging Care Management Service will be the same service area as the Area Agency on Aging.
- B. No maintenance of effort applies to the MAAA Care Management Program.
- C. Each CHOICES Coordinator and CHOICES Case Worker will be required to log his/her time spent providing Care Management Services based on .25 unit (15 min.) time intervals (1 hour, 45 min. = 1.75 units of service) by client and by category of service provided.

Units of service provided will be reported for all qualified care management time. Not all qualified Care Management Services are billable to clients or third parties. All program activities, including overhead cost items, are billable by contracted CHOICES Coordinators and CHOICES Case Workers to the Care Management Service Office as defined in the individual contract. The following is a listing of qualified service activities and those considered billing units and overhead costs of the program:

<u>Activity Description</u>	<u>(B)illable (O)verhead</u>
~ Receipt of Client Referral	O
~ Client initial interview	O/B
~ Assessment	B
~ Consultation with client, family members or providers	B
~ Care planning	B
~ Care provider linkages	B

~ Care plan monitoring	B
~ Reporting, clerical time and record management	O
~ Travel time involved in assessment, planning and implementation	B
~ Training time	O
~ Case consultation with CHOICES Supervisor	B

#### **(2-006.01H1 & H2) ANNUAL BUDGET**

The Care Management budget will be submitted with the Midland Area Agency on Aging Annual Plan.

### **IV. ADMINISTRATIVE AND PROGRAMMATIC OPERATIONS**

#### **(2-006.02)**

##### **A. CARE MANAGEMENT UNIT DESCRIPTION**

The Care Management Unit is a separate program within the Midland CHOICES Program. Midland Area Agency on Aging has entered into various roles in serving communities within the service area. Care Management is one of the services provided by Midland's CHOICES Program. The office support staff will provide the clerical support, and the Supervisor provides administrative supervision and guidance to the CHOICES Coordinators, CHOICES Caseworkers and CHOICES QA/Training Coordinator. These staff are directly responsible to the CHOICES Supervisor. The CHOICES Case Workers work under the direction of the CHOICES Coordinators. They assist with the implementation of the Care Plan that the Coordinators has prepared and approved. It is through review and updating of provided services, with the input of caregivers and the consent and desires of the client, that ongoing Care Management is successful.

##### **(2-006.02A) PERSONNEL POLICIES & PROCEDURES**

See Appendix B-Job Descriptions, Appendix C-Personnel Policies and Procedures and Appendix D-Care Management Unit Organizational Chart.

##### **(2006.02A1) EQUAL OPPORTUNITY STATEMENT**

It is the employment practice of Midland Area Agency on Aging to recruit and hire employees without discrimination because of race, color, religion, sex disability, age (except to give preference to older workers who have equal qualifications) or national origin. The right to benefits, due process in termination, as well as terms of employment as guaranteed to all applicants and employees of Midland Area Agency on Aging.

##### **AFFIRMATIVE ACTION POLICY**

The Midland Area Agency on Aging Affirmative Action Policy will also apply and be modified as necessary for the Midland Area Agency on Aging

CHOICES Program and its staff.

**(2-006.02A3) EXCLUSIVE RESPONSIBILITY POLICY**

In accordance with State Unit on Aging rules and regulations related to the operation of Care Management Units, the Midland Area Agency on Aging affirms the delivery of Care Management Services are the exclusive responsibility of the CHOICES Supervisor and employed staff.

The CHOICES Supervisor will carry exclusive responsibility for oversight of Care Management Service program. This will be done by insuring that state guidelines are met and that the Midland Area Agency on Aging Plan is carried through as approved, or an amendment to the Plan of Operation submitted to the State Unit on Aging has been approved.

Training and supervision of CHOICES Coordinators will be the responsibility of the CHOICES QA/Training Coordinator. This will include the responsibility for staff development, supervision, and monitoring of casework quality. Care Management staff will be directly accountable to the CHOICES Supervisor, to carry out responsibilities in compliance with state regulations and the policies of Midland Area Agency on Aging.

CHOICES Coordinators will be responsible for the assessment and care plan development service to clients. When implementation and monitoring of the care plan do not require the specific skills of the CHOICES Coordinator, these duties may be delegated to CHOICES Case Workers who are supervised by the CHOICES Coordinator for the specific care plan.

**(2-006.02B) DESIGNATED SUPERVISOR**

Midland Area Agency on Aging has designated the CHOICES Supervisor as the Care Management Unit Supervisor. This person will be responsible to assure that the Plan of Operation is implemented as described in this plan. The CHOICES Supervisor is responsible for the day to day program operation and to supervise activities of the Care Management Unit staff. In the absence of the CHOICES Supervisor, the CHOICES QA/Training Coordinator will assume responsibility of the day to day operation of the CHOICES program in addition to administrative activities.

**(2-006.02C) MINIMUM QUALIFICATIONS**

The Midland Area Agency on Aging CHOICES Coordinators and QA/Training Coordinator will have the following minimum qualifications:

**(2-006.02C1)** A current Nebraska license as a registered nurse or a baccalaureate or graduate degree in the human services field, or certification under the Nebraska Social Work law.

**(2-006.02C2)** At least two years of experience in long-term care, gerontology or

community health.

**(2-006.02C3)** In addition to the above qualifications, the CHOICES Supervisor shall have at least two years of supervisory or management experience.

**(2-006.02D1&D2) ORGANIZATION**

See Appendix E-Midland Area Agency on Aging Organizational Chart

**(2-006.02D3) MONITORING OF CONTRACTORS**

The Care Management Unit at Midland Area Agency on Aging does not utilize contracted staff.

**(2-006.2D4) ACCOUNTING RECORDS**

Accounting records will be maintained by the Midland AAA fiscal department. The accounting system in use is a computerized accrual based, double entry system which accounts for all costs and revenues as a separate department of the Midland AAA. Appropriate safeguards and generally accepted accounting standards will be utilized to present data in a manner consistent with the financial data submitted to the Department on Aging. An accounts receivable system, integrated with the current accounting software, will be utilized to manage client accounts.

**(2-006.02D5) AUDITS OF THE CARE MANAGEMENT UNIT**

Annual audits of the Care Management Unit shall be completed as a part of Midland's audit program under the Single Audit Act of 1985. OMB Circular 128 Standards will be utilized as they apply to the entity-wide audit completed. The Care Management Program will be charged its proportionate share of the costs of the annual audit. The audit report will be submitted to State Unit on Aging within 90 days of the close of the fiscal year.

**V. CLIENTS RIGHTS AND RECORDS**

**(2-006.02E) CLIENT RIGHTS AND RESPONSIBILITIES**

Each client will be given a list of "Client Rights and Responsibilities" prior to the assessment.

**(2-006.02E1)** Care Management services are available to eligible persons on a voluntary basis. Each prospective client can either accept or reject care management services.

Accepting or rejecting care management services does not automatically include or exclude the person from other Midland Area Agency on Aging services for which (s)he might be eligible.

**(2-006.02E2)** Each client who participates in the Care Management program will be asked to help develop the care plan that best fits their needs. The

client receiving care management services may also reject any portion of the care management plan.

**(2-006.02E3)** The CHOICES Coordinator will provide the client with information about available services. Based on the availability of these services, the client will be able to choose the agency or individuals that will provide the requested service.

**(2-006.02E4)** Midland Area Agency on Aging Care Management Services are available to everyone regardless of race, color, sex, national origin, religion, or disability.

**(2-006.02E5)** The client will be provided with the name of the CHOICES Coordinator/ CHOICES Case Worker assigned to work with them. Any changes in the assignment will be communicated in writing to the client.

**(2-006.02E6)** A description of Care Management services, the Suggested Client Contribution Scale and the Monthly Client Contribution Statement that the client will receive will be provided in the Care Management Program Consent and discussed with the client.

**(2-006.02E7)** Any individual receiving Care Management services can request to see their care management file(s), unless this request is restricted by law.

**(2-006.02E8)** If the client or their representative is not satisfied with the care plan, or if the client feels their rights have been violated, or the client feels they have been treated unfairly, they, or their representative, have the right to file a grievance. If a grievance is filed, the client will not be subject to discrimination or reprisal.

**(2-006.02F) CLIENT INFORMATION AND CONFIDENTIALITY**  
Any time information regarding an individual is collected and retained he/she has a right to know why and how the information will be used. Insuring the security of and the appropriate use of the information is critical. When a Care Management case is opened, the client/representative will receive a copy of Midland Area Agency on Aging Notice of Privacy Practices and sign an Acknowledgment of Receipt of Notice of Privacy Practices in accordance with the MAAA Health Information Privacy Practices Act (HIPPA) Policy.

The clients' information will be collected for the purpose of providing an individualized base for client service and will be treated with respect for the client's right to confidentiality governed by these guidelines.

The information may be used to support and augment the process of identifying client needs and resources necessary to plan appropriate service

responses and/or to deliver the appropriate service.

This agreement expressly forbids any commercial use of this information or release of this information to non-participating parties, without written consent from the client.

Violations of a client's right to privacy may result in civil or criminal prosecution under federal and state privacy laws.

#### **CLIENT RECORDS**

All information collected about a particular client will be recorded on the standardized long term care assessment document issued by the State unit on Aging, narrative record, and the long term care plan. These documents will be governed by the guidelines in section 006.03 of this plan.

All other documents generated in the course of case work that contain information pertinent to the case will also be kept as a part of the client file (006.03) and subject to these confidentiality guidelines.

A client may request to see the information held in the case file regarding him/her at any time. She/he may request specific corrections of the information. This request will be honored and the request and action taken documented dated and signed by the individual receiving the request. A copy of this document will be kept on file in the Care Management Unit Office.

#### **(2-006.02F1) RELEASING INFORMATION TO OR OBTAINING INFORMATION FROM OTHER AGENCIES OR PROFESSIONALS**

Information contained in the client file can be released in accordance with the Midland Area Agency on Aging Health Information Privacy Protection Act Policy to outside agencies and programs when there is a signed release document in the file. This will be done on a specifically identified and documented need to know basis. (Authorization for Release of Information).

Information can also be released or obtained on an emergency basis by obtaining oral permission from the client, or client designated representative, and documenting this in the client record. This information should also be for identified and documented needs to know.

All information obtained from outside should be accurately documented in the case record with identification of the source of that information, and the date the information was obtained.

All release of information will be documented in a format as approved by the State Unit on Aging.

**(2-006.02F2) ACCESS TO RECORDS**

All client records will be kept in a secure environment and will be tracked by a central file system.

Access to records in the central file system will be allowed only to staff with casework related job responsibilities.

All files are to be maintained at the care management unit or the staff work station and are to be kept in a secure environment.

Records are to be returned to the Hastings Central Office when a case is closed or that worker is no longer assigned to the case.

**(2-006.02F3) CONFIDENTIALITY**

Client information will only be released or exchanged if: a) the client, the client's legal representative, or guardian has signed an Authorization for Release of Information in accordance with the Midland Area Agency on Aging HIPPA Policy or b) disclosure is required by court order, or is necessary for program monitoring by authorized Federal, State and Local monitoring agencies.

Care Management client files and computerized data shall be maintained at Midland Area Agency on Aging. Access to these records shall be limited to the appropriate CHOICES staff, and when indicated, appropriate third parties within the scope of the law, and with previous proper authorization. CHOICES Coordinators are responsible for maintaining the confidentiality of client records and information.

Reasonable efforts will be made to limit access of protected health information to the minimum necessary standard to accomplish care management and care coordination when a CHOICES Coordinator participates in Long-Term Care conferences or consultation involving outside agencies or professionals. PHI information will not be given out without a proper release of information on file.

**(2-006.02F4) RELEASE OF INFORMATION DOCUMENTS**

All release of information forms and/or documents legally approving the release of information are to be put in the client file.

**(2-006.02F5) USE AND STORAGE OF CONFIDENTIAL RECORDS**

All client records are to be used only by persons with Care Management related job responsibilities that necessitate use of the client file.

When a client file is in use, the worker will maintain the responsibility to preserve the confidentiality of the information from anyone other than those with Care Management related responsibilities or authorized signed release.



Each Care Manager is provided a locking file cabinet. Closed files are stored for up to one year in the Central Office in locking file cabinets.

Records in storage will be maintained in a secured access environment.

All computerized information will be protected by a secured system with authorized access only. Passwords to these programs will be changed on a bi annual basis at a minimum. Midland Area Agency on Aging Confidentiality Policies will govern computerized files.

#### **(2-006.03) ESTABLISHMENT OF CLIENT RECORDS**

The CHOICES Coordinator must establish a client file for each client (as defined in section 001.01H) determined eligible (as in section 001.01C).

A client file shall be established as soon as the client is determined to be eligible to receive care management services.

When Care Management Services are to be provided for a couple, a separate file will be established for each client to contain documents relating to services for each individual.

The client file will be labeled with the client(s) name(s) and will be used to store all documents relating to the client(s). These documents are to include the Care Management Consent form, Long Term Care Assessment Form, the Long Term Care Plan, signed release of information forms, written narratives, correspondence, referral forms and any other documents relevant to the service provision for the particular client.

#### **(2-006.03A) FILE AVAILABILITY**

All Care Management client files will be available, upon request, to the CHOICES QA/Training Coordinator or designee for evaluation of performance of services and achievement of compliance with care management requirements. The State Unit on Aging shall have authority to inspect and review client files and records to evaluate performance and achievement of the Care Management Unit and to verify and audit the services provided and information published by the Care Management Unit.

## **VI. TRAINING**

#### **(2-006.04A) TRAINING PLAN**

The Midland Area Agency on Aging Care Management Program will operate in full compliance with all applicable Agency Personnel Policies in matters pertaining to the selection, hiring, compensation, evaluation, discipline, grievance, supervision and training of personnel, contractors and volunteers. An orientation program will be provided to all staff new to the Care Management Unit.

**Care Management Services Overview and Orientation:**

Fill out necessary employee/contractor forms

Introduction to staff and support staff

Overview of organization, administration and program operations

Program training schedule

Receive and review Care Management policies and procedures

Community based long-term care overview

Long term care desired outcomes and activities

Care management philosophy

Care Management benefits

Care management tasks

Care Management consultation

Care Management assessment process

Client needs identification

Service rate negotiation

Care Planning

Observation and supervision of assessment visits in the client's home

Case by case consultation for the future

Quality Assurance Program

- Monthly file reviews of 2% Care Management clients
- Annual supervisory home visits of CHOICES Coordinator
- Client Satisfaction Surveys on all clients of at least one CHOICES Coordinator per month
- Targeted reviews, determined as necessary by the CHOICES Supervisor
- Participation in Agency audits
- Participation in State Unit on Aging Audits

**(2-006.04B) PARTICIPATION OF CHOICES COORDINATOR IN THE STATE UNIT ON AGING SERVICES TRAINING**

The CHOICES Supervisor will attend training provided by the State Unit on Aging Care Management development.

**(2-006.04C) IN-SERVICE TRAINING**

New and existing staff will receive at ongoing training at least 4 times a year. This will include but not be limited to, policies and procedures of the Care Management Unit, and techniques, methods, and research on Care Management. Also, as periodic training becomes available from entities outside the aging network but pertaining to issues of long term care, Care Management staff will be asked to attend as an additional training. CHOICES staff will have the opportunity to attend related workshops.

**NEW STAFF**

Orientation and initial overview training will be provided as new staff are hired. The CHOICES QA/Training Coordinator and the CHOICES Supervisor will be responsible for the training of new staff on current policies and procedures of the

Care Management Program.

**(2-006.05) PROVISION FOR USE OF STATE UNIT ON AGING SERVICES  
LONG TERM CARE ASSESSMENT DOCUMENT**

The Midland Area Agency on Aging Care Management Unit shall utilize the approved State Unit on Aging Long Term Care Assessment Document.

**(2-006.05A) TRAINING OF CHOICES COORDINATORS PRIOR TO USE OF  
ASSESSMENT DOCUMENT**

CHOICES Coordinators shall be trained in the proper use and recording of data for the approved assessment document. The CHOICES QA/Training Coordinator will be responsible for training regarding administration of the assessment, care plan development, implementation of services and On-going monitoring. The CHOICES QA/Training Coordinator will supervise the new CHOICES Coordinators until she/he can demonstrate the ability to function independently. Existing CHOICES Coordinators will be observed first hand in aspects of assessment and monitoring on a yearly basis, by the CHOICES Supervisor.

**(2-006.06) LONG TERM CARE PLAN**

Midland Area Agency Care management Program utilizes a long term care plan approved by the State Unit on Aging. The long-term care plan is developed according to the current policy and procedures developed by the CHOICES Supervisor in accordance with regulations. The long-term care plan is a tool used by the care management staff to document specific needs of the client and specific activities of addressing those needs. The long-term care plan addresses which needs and services the client accepts and those they reject (2-006-06A).

**(2-006.06A) CARE PLAN - CLIENT PARTICIPATION**

Each client to be served by the Care Management Program will have a written long term care plan. This plan is to be developed in consultation with the client after the long-term care assessment is completed. With the client's consent, the client's family will be consulted in the plan development. Where multi-disciplinary teams have been established, a team planning process will be used with the client.

1. An assessment is conducted by the CHOICES Coordinator to assemble an up-to-date and comprehensive view of the client's strengths, deficits, circumstances and unmet needs as a basis for service planning.
2. The CHOICES Coordinator consults with agencies, support systems, or other professionals, not included in the planning meeting, to get input and determine that this is a workable service package for the client's needs.
3. From the identified deficits the CHOICES Coordinator and CHOICES Case Worker will discuss appropriate service options with the client.

4. The client will then have an opportunity to choose the service options they feel are most appropriate for their situation. With client's approval, the client's family or other service providers can be included in this planning meeting.
5. The plan is put into writing, and a copy given to the client.

**(2-006.06B) USE OF INTERDISCIPLINARY APPROACH**

An interdisciplinary approach to Care Management will be used to arrive at a workable plan. Where interdisciplinary teams are established, a team planning process will be used with the client and any other participants that they authorize to participate in the planning.

Where interdisciplinary teams are not available, the worker will consult with other agencies or support system members as needed to design the plan.

The CHOICES Coordinators and CHOICES Case Workers will attend a monthly team meeting where interdisciplinary input will be obtained regarding new and challenging clients, as well as discussing resources to fill gaps and barriers that are identified.

**(2-006.06C) USE AND COORDINATION OF APPROPRIATE RESOURCES**

Each long-term care plan will utilize and coordinate available and appropriate public and private resources giving priority to maintaining, improving, and strengthening the involvement of informal supports.

If public and private resources exist to meet client needs, they will be utilized in appropriate situations, and coordinated so as to promote broad-based client support from the continuum of care and reduce duplication and overlap. Costs of service options shall also be provided to the client as a factor in choosing providers.

Wherever possible, priority should be given to core problems being addressed and service initiatives directed at connecting the client to specialized services for long term support.

The Care Management team is not to provide services unless the service is unavailable in their community via another source, or this source is not appropriate or acceptable. This role is to be taken only to fill a gap, and not to compete with existing service providers. Documentation of lack of service existence will be required. This restriction does not apply in the case of a service sponsored by the Midland Area Agency on Aging separately from the Care Management Program.

When reasonably possible, clients are to receive the level of care that best

matches their level of need.

Care Management plans should prioritize the use of the most cost effective method for meeting the client need, unless it can be shown this option was not possible, or acceptable.

**(2-006.06C1) RECORDING SERVICES NEEDED BUT NOT AVAILABLE (N/A)**

Services needed but not available will be documented in the care plan as N/A. Services that are rejected by the client are to be documented in the care plan, in the appropriate column as (R).

**(2-006.06D) MINIMUM CARE PLAN REQUIREMENTS**

The long-term care plan will establish individual desired outcomes as agreed to by the client.

- Desired Outcomes are to be specific and individualized.
- Desired Outcomes will be recorded on the care plan.
- Client approval will be noted on the care plan by noting whether the service was accepted (A) or rejected (R).

**(2-006.06D2)** Establish a time frame for implementation of the long term care plan by notations of target dates in the "estimated completion date" column of the plan form.

**(2-006.06D3)** Define the services which are needed, including any equipment or supplies, by specific entries in the "intervention/responsible person" column on the care plan form.

**(2-006.06D4)** Define who will provide each service by assignment of each responsibility with a notation in the "intervention/responsible person" column on the care plan form.

**(2-006.06D5)** Specify the availability of services, supplies, and/or equipment in the pending column of the care plan form.

**(2-006.06D6)** Specify the costs and methods of service delivery by listing methods in the intervention description and noting the costs in the costs column of the care plan form.

**(2-006.06D7)** Provide for reassessment upon change in client status. Changes that would signal a need for reassessment of the client situation would be hospitalization, loss of informal care provider, loss of home.

**(2-006.06E) MONITORING OF DELIVERY OF SERVICES TO CLIENT**

The CHOICES Coordinator is ultimately assigned the responsibility for monitoring of the delivery of services to the client. She/he will insure the continued appropriateness and effectiveness of the services being delivered under the Long Term Care Plan. Her/his name will be on the care plan.

Monitoring of the delivery of services will be done as follows:

1. Monthly contacts by the CHOICES Coordinator and CHOICES Case Worker will occur. This schedule may be altered by individual care plan requirements.
2. This monitoring schedule will continue following any reassessment of the case resulting in a new or adjusted care plan.

**(2-006.06F) PROVISION FOR LONG TERM CARE PLAN REVIEW**

At a minimum, an annual review of every long-term care plan will be conducted. The CHOICES Specialist will notify the CHOICES Coordinator when eleven months has passed since the initiation of the client's care plan. The CHOICES Coordinator will then have one month to complete a reassessment on that client.

**(2-006.06G) CLIENT CONSULTATION**

Clients are contacted monthly by telephone or in person to assure the plan continues to be appropriate. The plan would be revised after discussion of client and care management staff.

**(2-006.07) ACCESSIBILITY OF SERVICES**

Many sources of information are available to the CHOICES Coordinators for reference including Nebraska Referral and Resource Service (NRRS), ElderCare Locator and MAAA ADRC Resource Listing.

**(2-006.08) UNIFORM DATA COLLECTION**

The Midland Area Agency on Aging Care Management Unit will implement and utilize State Unit on Aging Care Management Information System issued by the State Unit on Aging for data collection, information processing, and reporting requirements.

**(2-006.08A) COMPUTER SYSTEMS**

The Midland Area Agency on Aging Care Management Unit will have access to the agency computer systems in order to use the Nebraska Care Management Information System. The CHOICES Supervisor will be responsible to assure accurate and timely data entry and transmission of care management information systems data to the State Unit on Aging on a monthly basis by the data input personnel.

**(2-006.09) PERIODIC REVIEWS**

The Midland Area Agency on Aging Care Management Unit welcomes periodic reviews by the State Unit on Aging to evaluate compliance with the act and the rules and regulations.

**(2-006.09A)** Midland Area Agency on Aging will make all files and records of the Care Management Unit and records of providers, clients and contractors available to State Unit on Aging personnel upon request.

**(2-006.10) AMENDMENTS TO THE PLAN OF OPERATION**

Amendments of the Plan of Operation of Sections 006.01 and 006.02D shall be filed with the State Unit on Aging within 60 days prior to the planned implementation of the plan amendments, and will not be implemented until approved by the State Unit on Aging.

Amendments of the Plan of Operation will be made:

1. If Area Agency on Aging Care Management Unit is unable to meet time tables outlined for services, desired outcomes or activities to meet those outcomes.
2. When significant policies or procedures need to be changed.
3. When other representations and commitments made in the Plan of Operation cannot be met.

Amendments of the Plan of Operation shall be submitted to the Nebraska Health and Human Services, State Unit on Aging, Care Management Division, PO Box 95044, Lincoln, NE 68509

Questions regarding this plan or the program can be answered by contacting Casey Muzic, MAAA Executive Director or Andrea Cox, CHOICES Supervisor at Midland Area Agency on Aging, 2727 W. 2<sup>nd</sup> St., Hastings, NE 68901 or at 402-463-4565.



## APPENDIX A

# Midland Area Agency on Aging

## GENERAL POLICIES

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**Policy No: 4****Date: 11/24/81****Revised 7/31/2003****Page 1 of 2****Grievance Procedure (Participants)**

Grievance and Appeals: All participants' grievances shall be given prompt and fair consideration.

**Procedures:**

- A. The participant shall discuss grievances with their local program director first.
- B. The local program director will document the time, place and nature of the complaint.
- C. The local program director will attempt to adjust and satisfy the grievance of the participant. In the case that the participant complaint relates to the operation of a Nutrition site, the Site Council should be asked to advise in the complaint resolution.
- D. Failing satisfaction at the local management level, the participant may put the grievance in writing and submit it to the Chairman of the local agency's board.
- E. The Board will attempt to adjust and satisfy the grievance of the participant.
- F. Failing satisfaction from the local agency's board the participant may submit their grievance to the Executive Director of Midland AAA in written form. The local program director will be brought into the meeting at the discretion of the Executive Director.
- G. The Executive Director will either uphold or reverse the decision reached at the local program director level but only after conference with both the participant having a grievance and the local program director. Documentation will remain on file at the MAAA central office.

- H. If either the participant with a grievance or the local program director are dissatisfied with solutions proposed by the Executive Director, either may appeal the decision to the Executive Committee of the Midland AAA Board of Directors in writing within five working days of the decision.
- I. The Executive Committee of the Board of Directors will consider and weigh the facts as ascertained. If necessary, they will call any of the parties involved (complaining party, local program director and Executive Director) to clarify or elaborate further to the Board of Directors at either a regular or special called meeting. The Board of Directors may then, in either open meeting or executive session, discuss the complaint. They must in open meeting then vote to sustain or refute the recommendations of the Executive Committee.

The decision of the Governing Board is final and shall be submitted in writing to the participant within five working days.

**APPENDIX B**  
**PERSONNEL POLICIES AND PROCEDURES**  
**Midland Area Agency on Aging**  
**Job Description**

**Job Title:** CHOICES Supervisor  
**Department:** CHOICES  
**Reports To:** Agency Executive Director  
**FLSA Status:** Exempt

**Summary** The CHOICES Supervisor is responsible for overall coordination, oversight, implementation and administrative duties of the CHOICES programs including the Medicaid Waiver (MW), Care Management (CM), Level of Care (LOC), MDS Section Q (MDS) and Transition Program and Support Activities (TPS) program. Assist the Executive Director in the development and implementation of new programs at MAAA including but not limited to the Veteran's Directed Home and Community Based program. Responsible for the direct supervision of the CHOICES QA/ Training coordinator, support staff as well as Coordinators performing LOC, TPS, TCM, CM, MDS and new program duties.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

1. Has the knowledge and ability to perform the duties and responsibilities of the CHOICES Coordinators in the various CHOICES programs.
2. Identifies policy needs and assists in the formulation of policy. Interprets and executes policies in the daily operation of the CHOICES program and delivery of its services.
3. Assists Agency Executive Director in program planning, budgeting, program development, and evaluation.
4. Maintains ongoing coordinated relationships with other service providers throughout the agency's service area.
5. Assists in the negotiation of letters, agreements and contracts with funding sources and care management providers.
6. Recruits, hires, trains, supervises and evaluates CHOICES Coordinators and Support Staff.
7. Assists the CHOICES QA/Training coordinator in training CHOICES Coordinators with SCO, MDS, TPS duties.
8. Responsible for the development and maintenance of CHOICES procedure manuals including, but not limited to MW, CM, SCO, MDS and TPS programs.
9. Coordinates or provides in-service training programs for CHOICES personnel on an as needed basis.

10. Assists in the implementation and maintenance of a record system and statistical reporting system for program documentation, planning, and evaluation of program activity.
11. Provides monthly oversight of information services, and fiscal staff for request of CHOICES funds, client contributions, and state funds.
12. Assures an adequate public information program related to the CHOICES programs. This includes monthly reporting to the Agency Governing Board, quarterly reporting to the Agencies Advisory board, and reporting to other agencies and organizations as requested by Executive Director.
13. Oversees the implementation and evaluation of Client Satisfaction Surveys.
14. Assures program compliance with State and Federal guidelines and the Agency's annual plan of operation.  
Attend meetings as planned by the State Unit on Aging and as contracts require with Health & Human Services. Attend other meetings as requested by the State Unit on Aging or as prudent to obtain necessary information to assure program and contract compliance and operation.

**Supervisory Responsibilities**

Directly supervises CHOICES QA/Training Coordinator, support staff and Coordinators performing LOC, TPS, MDS, CM, TCM and other new programs in the agency's service area. Carries out the supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Analytical** - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

**Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

**Project Management** - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget.

**Technical Skills** - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service ; Responds to requests for service and assistance; Oversees and gleans program changes client/provider surveys; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives.

**Visionary Leadership-Displays passion and optimism: Inspires respect and trust.**

Change Management - Develops workable implementation plans; Communicates changes effectively; Monitors transition and evaluates results.

**Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.**

Diversity - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Promotes a harassment-free workplace.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Supports organization's goals and values; Benefits organization through outside activities.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgement; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Demonstrates persistence and overcomes obstacles.

Planning/Organizing - Sets goals and objectives.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats

others with respect and consideration regardless of their status or position; Accepts responsibility for own actions.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Monitors own work to ensure quality.

**Adaptability - Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.**

Dependability - Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Undertakes self-development activities; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

**Qualifications** To perform this job successfully, an individual must be able to perform each Essential Duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, customers, and the general public

#### **Mathematical Skills**

Ability to apply concepts of basic addition, subtraction, multiplication, division, and percentages.

#### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software, Internet software, Spreadsheet software, and Word Processing software.

#### **Education, Certificates, Licenses, Registrations**

A current Nebraska license as a Registered Nurse or a baccalaureate or graduate degree in nursing or other Human Services Related Field.

At least two years experience in long-term care, gerontology, community health or related field, and at least two years of supervisory or management experience.

Current driver's license, Nurses must have current professional liability.

#### **Other Skills and Abilities**

Skill with older adults and disabled individuals.

#### **Other Qualifications**

Occasional overnight travel required.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands and fingers to type/write and feel; reach with hands and arms; and talk or hear. The employee is frequently required to stand and sit. The employee is occasionally required to walk, stoop, and kneel. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually moderate.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**Midland Area Agency on Aging  
Job Description**

**Job Title:** CHOICES QA/Training Coordinator

**Department:** CHOICES

**Reports To:** CHOICES Supervisor

**FLSA Status:**

Full time: Exempt

Part time: Non-exempt

**Summary Responsible for:**

- Implementing the CHOICES Quality Assurance program;
- Develops and implements the orientation and on-going training program for CHOICES Coordinators and Resource Developers;
- Carries a small caseload of Care Management and Waiver clients;
- Provides back-up for the CHOICES Supervisor.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

1. Completes monthly CHOICES QA, quarterly State Waiver QIS reviews, annual Off-Site QIS and other audits as requested. Communicates results to the CHOICES Coordinators and RD's utilizing the QA Remediation Process. Reports the results to the CHOICES Supervisor.
2. Develop and maintain a consistent, ongoing CHOICES Coordinator and Resource Development orientation and training program. Assists CHOICES Coordinators and Resource Developers to take web-based Waiver training as needed. Monitors progress and completion of the program in a timely manner.
3. Assist CHOICES Supervisor in program planning, development and evaluation of the AD Waiver and Care Management program.
4. Carries a small caseload as needed to maintain CHOICES Coordinator client and documentation skills.
5. Attend scheduled Midland CHOICES staff meetings, Team Meetings, and required training sessions.
6. Reports issues of non-compliance with MAAA/CHOICES policies and procedures, State or Federal guidelines.
7. Provides back-up for the CHOICES Supervisor during her



absence.

8. Other duties as assigned.

**Competencies** To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

Customer Service - Advocates for client needs, keeping in mind their safety and well-being; Able to manage difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Able to read and interpret written information.

Teamwork - Exhibits objectivity and openness to others' views; Gives and welcomes feedback.

Quality Management - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

Diversity - Shows respect and sensitivity for cultural differences.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

Organizational Support - Follows policies and procedures.

Judgement - Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Sets goals and objectives; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions. Appearance is neat, clean and present a positive, professional image.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance.

**Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.**

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Completes tasks on time or notifies appropriate person with an alternate plan.

**Qualifications** To perform this job successfully, an individual must be able to perform each Essential Duty satisfactorily. The individual must also possess the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Education and/or Experience**

An Undergraduate Degree in related human services field or Registered Nurse license AND two years related experience in long-term care, gerontology, community health or related field.

#### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence in a clear and legible manner taking into account who will be reading it.

Ability to speak effectively before groups of clients, participants, or employees of an organization. Bilingual ability helpful.

**Mathematical Skills**

Ability to apply concepts of basic addition, subtraction, multiplication, division, and percentages.

**Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software, Internet software, and Word Processing software.

**Certificates, Licenses, Registrations**

A current Nebraska license as a Registered Nurse or a baccalaureate or graduate degree in the human services field.

Current driver's license, Nurses must have current professional liability insurance, responsible for providing own insured transportation when the MAAA company car is not available.

**Other Skills and Abilities** Skill with older adults and disabled individuals.

**Other Qualifications** Occasional overnight travel required.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands and fingers to type/write and feel; reach with hands and arms; and talk or hear. The employee is frequently required to stand and sit. The employee is occasionally required to walk, stoop, and kneel. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while

performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually moderate.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

**Signature of Employee** \_\_\_\_\_

**Date** \_\_\_\_\_

**Midland Area Agency on Aging  
Job Description**

**Job Title:** CHOICES Coordinator

**Department:** CHOICES

**Reports To:** CHOICES Supervisor

**FLSA Status:**

Full time: Exempt

Part time: Non-exempt

**Summary**

Conducts assessments, care planning, implementation and ongoing case management of clients that meet criteria for the Care Management, Level of Care, Medicaid Waiver, and other CHOICES programs assigned.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

1. Perform screening and assessment of the clients referred to the CHOICES Program.
2. Develop a plan of care that will meet the client's needs and the approval of the client or legal representative.
3. Discuss with client (and family - with client approval) the various community and family care options available regarding services to be included in the care plan. Advocate for the client's needs and choice while respecting the independence of the providers who assist the client.
4. Provide for follow-up and monitoring of each active assigned case as required by the Care Plan at intervals determined by the CHOICES Coordinator and/or as procedure directs.
5. Collect, record, and file all data on the case for the case file, as required by the Midland CHOICES program procedures.
6. Perform Medicaid Level of Care Screenings. Assure compliance with the rules and regulations in regard to the contracts the Agency has with the Nebraska Department of Health and Human Services.
7. Have knowledge of and assist as needed in the development and recruitment of providers in the community.
8. Reassess client on a yearly basis or when significant change of client condition occurs. Revise care plans as necessary.
9. Communicate with other agencies within the community in regard to client needs and intra-

agency referrals.

10. Attend scheduled Midland CHOICES staff meetings, Team Meetings, and required training sessions.

**Supervisory Responsibilities** There are no supervisory responsibilities with this position.

**Competencies** To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

**Technical Skills** - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Customer Service** - Advocates for client needs, keeping in mind their safety and well-being; Able to manage difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Participates in meetings.

**Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Able to read and interpret written information.

**Teamwork** - Exhibits objectivity and openness to others' views; Gives and welcomes feedback.

**Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

**Diversity** - Shows respect and sensitivity for cultural differences.

**Ethics** - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

**Organizational Support** - Follows policies and procedures.

**Judgment** - Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Sets goals and

objectives; Develops realistic action plans.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions. Appearance is neat, clean and present a positive, professional image.

**Quality** - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance.

**Adaptability** Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Completes tasks on time or notifies appropriate person with an alternate plan.

### **Qualifications**

To perform this job successfully, an individual must be able to perform each Essential Duty satisfactorily. The individual must also possess the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and/or Experience**

An Undergraduate Degree in related human services field or Registered Nurse license AND two years related experience in long-term care, gerontology, community health or related field.

### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Possesses the ability to write in a clear and legible manner. Able to speak effectively to of clients, participants, or employees of an organization. Bilingual ability helpful.

### **Mathematical Skills**

Ability to apply concepts of basic addition, subtraction, multiplication, division, and percentages.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software, Internet software, and Word Processing software.

**Certificates, Licenses, Registrations**

A current Nebraska license as a Registered Nurse, or a baccalaureate or graduate degree in the human services field, or certification under the Nebraska Social Work Law is required.

Current driver's license, Nurses must have current professional liability insurance.

**Other Skills and Abilities** Skill with older adults and disabled individuals.

**Other Qualifications** Occasional overnight travel required.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands and fingers to type/write and feel; reach with hands and arms; and talk or hear. The employee is frequently required to stand and sit. The employee is occasionally required to walk, stoop, and kneel. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually moderate.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

**Signature of Employee** \_\_\_\_\_

**Date** \_\_\_\_\_



**Midland Area Agency on Aging  
Job Description**

**Job Title:** CHOICES Case Worker  
**Department:** CHOICES  
**Reports to:** CHOICES Supervisor  
**FLSA Status:** Non-exempt

**Summary**

CHOICES Case Worker will serve as an assistant to the CHOICES Coordinator in the areas of service linkages and care plan monitoring of the providers and the client. The CHOICES Case Worker is responsible to the CHOICES Coordinator for assigned cases and is ultimately responsible to the CHOICES Supervisor. This individual must have a good working knowledge and experience in community resources and act on behalf of the client as an advocate in carrying out Care Management activities. Also performs AD Waiver Resource Development and clerical duties. This position is part-time.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned:

1. The CHOICES Case Worker will assist the CHOICES Coordinator with the plan of care, upon request of the CHOICES Coordinator, in formulating the plan of care with information as to what community resources are and their availability in that specific area.
2. Assist the client in the negotiations of letters of agreement and/or contracts with service providers.
3. Under the direction of the CHOICES Coordinator, assist in arranging for the client's informal caregivers involved in the care plan with adequate training for his/her care plan responsibilities.
4. Assist the client in the engagement of qualified informal and formal service providers, reviewing qualifications, references, availability, and performance.
5. Assist the CHOICES Coordinator in the implementation and maintenance of a record system and statistical reporting system for program documentation, planning, and evaluation of care.
6. Establish and maintain a coordinated and open rapport with service providers so that changes can be dealt with promptly.
7. Monitor the activity and performance of service providers so that needs are being met.

8. Performs Resource Development duties including but not limited to signing up providers and checking provider billings.
9. Provides clerical support including filing, answering telephones, appointment scheduling correspondence, processing forms and intakes and other duties as assigned by the CHOICES supervisor.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; Develops alternative solutions.

**Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Maintains confidentiality.

**Oral Communication** - Listens and gets clarification; Responds well to questions.

**Written Communication** - Edits work for spelling and grammar; Able to read and interpret written information.

**Motivation** - Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Demonstrates accuracy and thoroughness; Monitors own work to ensure quality.

**Quantity** - Completes work in timely manner; Works quickly.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction.

**Initiative** - Volunteers readily; Asks for and offers help when needed.

**Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or

ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The Care Management Case Worker will have experience in community aging services and have demonstrated skills of advocacy or organization and management of community resources.

**Education and/or Experience**

One year certificate from college or technical school; or three to six months related experience and/or training; or equivalent combination of education and experience is required.

**Language Skills**

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software; Design software; Internet software; Spreadsheet software and Word Processing software.

**Other Skills and Abilities**

Experience in the health care field helpful, experience in working with older adults preferred.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. While performing the essential functions of this Job the employee is sometimes exposed to outside weather conditions.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

**Signature of Employee**\_\_\_\_\_

**Date**\_\_\_\_\_

**Midland Area Agency on Aging  
Job Description**

**Job Title:** CHOICES Specialist  
**Department:** CHOICES  
**Reports To:** CHOICES Supervisor  
**FLSA Status:** Non-exempt

**Summary**

This position provides administrative support for Midland Area Agency on Aging CHOICES Program. The CHOICES program has daily contact with and provides information and assistance for CHOICES staff and other outside agencies. Responsible for Resource Development duties in the Hastings and Grand Island CHOICES office. This position is full time.

**Essential Duties and Responsibilities** include the following:

1. Receive and process all incoming CHOICES client referrals and directs to appropriate staff member after consultation with CHOICES Supervisor.
2. Maintain a list and information about potential and current Care Management, Waiver, and Level of Care (LOC) referrals. Maintain counts of current clients.
3. Process provider billings.
4. Performs AD Waiver Resource Development duties including signing up and processing provider paperwork, maintaining provider files, updating and distributing provider lists and assisting CHOICES Coordinators in locating providers.
5. Updates and distributes DHHS Program Standards as needed.
6. Orders name badges for new employees.
7. Completes monthly reports and documents including Client Logs, County Lists, CONNECT billings and Governing Board reports.
8. Provides back-up for Administrative Assistant in receiving and routing incoming phone calls, as well as general office and mail duties.
9. Provide support to Fiscal Manager for CHOICES client billings and CHOICES contract invoicing.
10. Process monthly client time sheets, create reports and complete billings with assistance of Information Support Specialist.

11. Assist with correspondence as directed by CHOICES Supervisor.
12. Attend trainings/meetings as directed. Record minutes of the CHOICES Staff meetings.
13. Maintain and keep track of the CHOICES Booth materials.
14. Other projects and duties as assigned.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations.

**Technical Skills** - Strives to continuously build knowledge and skills.

**Customer Service** - Demonstrates prompt and courteous service to callers and visitors

**Interpersonal Skills** - Maintains confidentiality.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions.

**Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

**Ethics** - Treats people with respect; Keeps commitments.

**Organizational Support** - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently.

**Dependability** - Follows instructions, Responds to management direction; Keeps commitments. Notifies Director of absences.

**Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**

Associate's Degree or equivalent from two-year college or technical school; or two years related experience and/or training; or equivalent combination of education and experience.

**Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence in clear and legible manner. Ability to speak effectively before groups of customers or employees of organization.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Able to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to contact supervisor when questions are beyond the job description.

**Computer Skills**

To perform this job successfully, an individual must have knowledge of database software; Window/Microsoft applications; Design software; Internet software; Spreadsheet software and Word Processing software.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel and talk or hear. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is moderate.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

**Signature of Employee** \_\_\_\_\_

**Date** \_\_\_\_\_



**Midland Area Agency on Aging  
Job Description**

**Job Title:** CHOICES Assistant I  
**Department:** CHOICES  
**Reports To:** CHOICES Supervisor  
**FLSA Status:** Non-exempt

**Summary** Provide support with the daily activities of CHOICES satellite office including filing, telephone coverage, appointment scheduling, correspondence, processing forms and intakes, and other duties as requested by CHOICES Coordinators and CHOICES Director. Perform Resource Development duties as assigned. This position is full-time.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

1. Greets and directs clients, providers and others. Answers telephone and responds to inquiry, and/or directs calls to appropriate personnel. Organizes all incoming client referrals received from CHOICES Central Office.
2. Organizes and maintains a filing system for client files, and assures that files are routed to and from the CHOICES Central Office as necessary. Assist CHOICES Coordinators with monthly client time sheets as needed.
3. Assist CHOICES Coordinator's with data entry into CONNECT. Provide support to CHOICES Coordinator's for other computer applications/documents as needed.
4. Responsible for routing incoming and outgoing mail.
5. Process provider billings in the Grand Island office.
6. Assist CHOICES Coordinators with routine correspondence as needed.
7. Maintain the inventory and supply of informational brochures and packets in the CHOICES satellite office.
8. Performs AD Waiver Resource Development duties including signing up and processing provider paperwork, maintaining provider files, updating and distributing provider lists and assisting CHOICES Coordinators in locating providers.
9. Monitors supply of routine office supplies. Places office supplies orders with supervisor approval. Handles routine calls to maintenance, janitorial, landlord, and other service providers to assure that equipment and the office are in good condition and operating properly.
10. Other duties as assigned by CHOICES Supervisor.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; Develops alternative solutions.

**Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Maintains confidentiality.

**Oral Communication** - Listens and gets clarification; Responds well to questions.

**Written Communication** - Edits work for spelling and grammar; Able to read and interpret written information.

**Motivation** - Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Demonstrates accuracy and thoroughness; Monitors own work to ensure quality.

**Quantity** - Completes work in timely manner; Works quickly.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction.

**Initiative** - Volunteers readily; Asks for and offers help when needed.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**

One year certificate from college or technical school; or three to six months related experience and/or training; or equivalent combination of education and experience.

**Language Skills**

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software; Design software; Internet software; Spreadsheet software and Word Processing software.

**Other Skills and Abilities**

Experience in the health care field helpful, experience in working with older adults preferred.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

**Signature of Employee** \_\_\_\_\_

**Date** \_\_\_\_\_

**Midland Area Agency on Aging  
Job Description**

**Job Title:** CHOICES Assistant II  
**Department:** CHOICES  
**Reports To:** CHOICES Supervisor  
**FLSA Status:** Non-exempt

**Summary** This position provides support with the daily activities of assigned CHOICES office including filing, telephone coverage, processing intakes, and other duties as requested by the CHOICES Director. Provides back-up for specified CHOICES staff. This position is full-time.

**Essential Duties and Responsibilities** include the following:

1. Maintains a filing system for open and closed CHOICES client and provider files. Identifies and pulls closed client files annually to be stored as required.
2. Sorts and files provider billings as assigned.
3. Updates NAMIS information required to generate Care Management Contribution Statements. Mails these statements to the clients.
4. Provides back-up for telephone, referrals and mail duties of specified CHOICES staff.
5. Assures that current forms are available for use by CHOICES Coordinators.
6. Assembles blank charts for Coordinator's use.
7. Verifies monthly that Medicaid cases are open for Medicaid Waiver clients.
8. Assists the CHOICES Supervisor with the Quarterly Client Survey process including mailing, compiling, and completing the Quarterly Survey Reports.
9. Maintain the inventory and supply of informational brochures and packets.
10. Other duties as assigned by CHOICES Supervisor.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; Develops alternative solutions.

**Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Maintains confidentiality.

**Oral Communication** - Listens and gets clarification; Responds well to questions.

**Written Communication** - Edits work for spelling and grammar; Able to read and interpret written information.

**Motivation** - Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Demonstrates accuracy and thoroughness; Monitors own work to ensure quality.

**Quantity** - Completes work in timely manner; Works quickly.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction.

**Initiative** - Volunteers readily; Asks for and offers help when needed.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**

One year certificate from college or technical school; or three to six months related experience and/or training; or equivalent combination of education and experience.

**Language Skills**

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers,

common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability**

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Database software; Design software; Internet software; Spreadsheet software and Word Processing software.

**Other Skills and Abilities**

Experience in the health care field helpful, experience in working with older adults preferred.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

**Employee Acknowledgement**

I have read this job description and my signature indicates that I can perform the essential functions of the job with or without accommodation. I understand that my employment is at will, and can be terminated by me or Midland Area Agency on Aging at any time, with or without reason.

**Signature of Employee** \_\_\_\_\_

**Date** \_\_\_\_\_

**APPENDIX C  
PERSONNEL POLICIES AND PROCEDURES**

# **Midland Area Agency on Aging INTERNAL POLICIES**

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## **MAAA HIRING PROCEDURE**

The following is an outline of the procedure for Midland Area Agency supervisors to follow in the recruiting and hiring of employees.

The supervisor of the office or department with an opening has the option of modifying the job description prior to internal or external advertising for the new employee. If a revision is selected, the revised job description is to be submitted to the Central Office for approval prior to advertising or formally opening the position internally.

In the case of openings for full-time and permanent part-time positions, it is an agency requirement to advertise the opening in the local newspaper for three days in a daily newspaper or two consecutive weeks in a weekly newspaper. It is optional for the local supervisor to advertise for a temporary part-time position, but advertising is suggested. In any case, the ad must identify the position, timetable for application, minimum skills/education and include the agency Equal Employment Opportunity/Affirmative Action Agency clause. The ad content must be at least verbally reviewed with the Agency Executive Director prior to it running in the newspaper.

All position vacancies must be sent to the Central Office where it will be posted at all Midland Area Agency on Aging sites, including Central Office, CHOICES offices and Senior Centers. During the application period, current employees are allowed to submit a letter indicating their desire for the open position. This letter submitted by current employees must identify the employee's statement of qualifications for the open position. For managerial positions, a current resume may also be appropriate.

All interested applicants for a position must submit a Midland Area Agency on Aging job application. To be eligible for a posted position, an individual must generally meet the minimum hiring specifications for the position and be capable of performing the essential functions of the job, with or without reasonable accommodation.

The qualified parties will be notified in writing that they have been selected for an interview. Appropriate Agency brochures, literature and job description, if requested, are to be sent to the individuals to be interviewed along with a telephone call confirming the date and time of the interview.

A minimum of three eligible candidates are to be interviewed if such a number is available. A series of standard questions are to be asked of all interviewed candidates. Documentation that all candidates were asked the same questions and their answers thereto will be completed. Each candidate shall be informed of the employee benefits depending on their full time or part time status. After the interviews, the supervisor will review the candidates' qualifications and document the rationale for the person selected and the ranking of the balance of the candidates interviewed.

In the case of internal and external candidates who are equally qualified for the position, a hiring team will be created: consisting of the Supervisor, Executive Director and Human Resource representative to conduct a second interview.

Reference checks will be required on all candidates selected for an interview prior to the interview. Background checks are to be performed on selected candidate(s) after the interview. Consent forms will be signed by each candidate prior to the check. The Supervisor and/or Human Resource representative will review applications and contact references.

A job applicant who has been tendered an offer of employment may be required to take a drug and alcohol test. Any applicant with a positive confirmatory test will not be considered for employment at this agency and will have the job offer withdrawn. Decision to require test will be based upon job requirements (i.e. public transportation drivers).

The hiring supervisor will then contact the agency director to inform him or her of the intent to hire. The candidate is then contacted and given a job and wage offer. If accepted, a starting date is set and any additional questions are answered.

A letter from Midland Area Agency on Aging, confirming starting date, wage stated as either hourly or monthly and eligible benefits. A copy of the letter is to be retained for the individual's personnel file.



The supervisor is also required to send to the MAAA office:

Personnel Checklist

The checklist will be reviewed for compliance in  
Accordance to changes in State and Federal Laws.

All applications are to be kept on file for a period of **one** year. Applications and documentation from all applicants will be kept in a locked file. The file will contain applications, copy of newspaper ad, job description and any documentation applicable to the position received during the hiring process.

**If the hiring process is successfully completed, notice is sent to the remaining applicants that the position has been filled using the form letter from the MAAA forms. If the chosen candidate does not accept the employment offer, the process is repeated, with the interviewed candidates. If none of the applicants are hired, the entire process, starting with the advertising of the position, must begin again.**

# Midland Area Agency on Aging

## INTERNAL POLICIES

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**Policy No: 13**

**Date: 8/27/92**

**Revised: 1/20/09**

**Revised: 2/4/2010**

### EMPLOYEE COMPENSATION:

Midland Area Agency on Aging utilizes an Employee Wage and Salary Range Scale as a guide for determining minimums and maximums for program staff. (Reference Policy 22) This agency policy, as updated, reflects pay scales based upon the legal minimum wage. Salaries for staff in the Central Office are established by market rates for support staff, and administrative staff wages are established by comparisons to similar positions in the other AAA's in Nebraska.

The potential for salary or wage increases is reviewed annually during the budgetary process. Initially AAA administrative staff observing what city/county governments are planning for employee wage increases determines the 'market rate' of local government employee raises. As Midland AAA is an entity of local government, this policy analysis is critical data for the annual employee compensation package.

If the budgetary process indicates that raises over and above a flat incentive increase can be awarded, the actual amount of a raise to a given employee is determined by employee merit. Individual and department performance criteria are used by the supervisor in recommending to management the raises to be given within her/his department.

Final authorization of individual raises is by the AAA Director and is documented via the Payroll Authorization form, which is filed at the local Central Office.

**Note:** In all of the above cases where a 'day' is referred to, the day is equal to the worker's average workday based in a 5 day 40 hour work week. Example: When the average workday is 3 hours: a sick or vacation leave day is then paid as a 3-hour day. Upon retirement, resignation or termination, unpaid leave will be paid in accordance with Nebraska law.

**Vision/Dental/Cancer and Accident Insurance-** May be made available under a payroll deduction program with the employee paying the entire cost.

#### **REGULAR FULL-TIME**

**Health-** Single coverage with a deductible is fully paid by the Agency for the employee. Family coverage is available with employee paying the difference between the individual employee insurance benefit and the cost of the family plan selected by the employee.

**Life & Disability Insurance-** The health insurance plan includes a \$15,000 life insurance and long-term disability through NACO (Nebraska Association of County Officials) for the regular full-time employee only.

The Agency also pays single coverage (\$25,000 life and short-term disability) for the employee only. Dependent Life Insurance paid by the Agency under this plan is \$2,500 for spouse and \$2,000 for dependent children.

Other types of group insurance, such as vision, dental and cancer may be made available under a payroll deduction program with the employee paying the entire cost.

## EMPLOYEE BENEFITS:

### **Employee Benefits for Regular Full and Part-Time Employees excluding Temporary/On-Call Employees**

**Individual retirement annuity plan** with employer matching the first 3% of the employee contributions with a 4% contribution. Any employee contribution amounts less than 3% are matched at a 3:4 ratio.

All current employees are eligible to participate immediately in the plan for Employee Contributions. For Employer Contributions you must be 21 years of age and completed 12 months and 1000 hours of service as defined by the plan.

**Holiday/Vacation/Sick Days** - Twelve paid holidays a year. Up to two additional holidays may be granted at the board's discretion. (Refer to employee handbook)

Paid sick leave accruing at one day per month.

The cap for vacation and sick leave is determined by the length of employment. Employees may retain vacation time on the books 1 ½ times the allowed annual leave. Hours will not accrue beyond this maximum cap. Regular full-time employees may earn sick leave at one day a month or 12 sick days each year with pay up to a maximum of sixty (60) days of accrued sick leave. Regular part-time employees may accrue sick leave on schedules proportionate to regular full-time employees based upon the hours they would normally be scheduled to work. No sick leave will accrue beyond the maximum. Once the cap has been met an employee cannot earn any additional until time has been taken off. Once the time is used, accrual will resume.

Regular full-time employees may accrue between ten and eighteen paid vacation days per year based upon years employed by Midland Area Agency on Aging. Regular part-time employees may accrue vacation on a schedule proportionate to regular full-time employees based upon the hours they would normally be scheduled to work.

**TEMPORARY/ON CALL EMPLOYEES:**

Temporary employees shall not earn, accumulate or be granted paid vacation or sick leave or receive any other employee benefits.

The Agency may provide some paid training at the discretion of the Agency Executive Director.

**FMLA (Family Medical Leave Act)**

In compliance with Federal FMLA regulations, Midland Area Agency on Aging requires all employees to use all earned sick leave and vacation time concurrent with FMLA leave. At the end of 12 weeks, the employee on FMLA Leave will receive a letter referencing the employee's intent to return to work and a "Notice of Intention to Return From Leave/Release of Duty" form. If the employee does not return to work at the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned their position. The employee will then be responsible for their own health insurance or to participate in the NACO (Nebraska Association of County Officials) Cobra plan. Once all benefits are exhausted the employee is no longer eligible to participate in the Midland Area Agency on Aging health insurance or any other employee benefits.

If the employee could return to work at a later day, they would have to apply for an open position and be considered as a new hire. Employee benefits would begin on the effective date from date of hire of new employees.

## **Performance Reports**

**Performance reports are designed to provide formal communication among the supervisor, the employee and the Executive Director. If conscientiously applied, the program will enable the employee to become increasingly aware of the importance of his or her job, his or her manner of performance and the level of performance the Agency and supervisor expect. It will also inform the employee of areas of weakness or of areas of praiseworthy performance. The report can be used as a guideline for considering employees for advancements in pay and promotion. All Agency performance evaluations will utilize the approved performance forms and procedures. Midland Area Agency on Aging uses a self-evaluation procedure, in which a standardized form is provided to the employee who is then asked to rate his or her performance. The form is then given to the employee's supervisor for ratings on the same items. The supervisor will schedule a face-to-face conversation with the employee to review the evaluation. If an employee has not received the evaluation form or the face-to-face meeting on the schedules outlined in this policy, it is the employee's duty to request such items.**

**Annual performance reports shall be prepared on all employees, covered by the Agency rules and regulations on a schedule established by each Agency office, but not less frequent than annually. Additional reports shall be prepared as indicated below:**

- A. Whenever an employee is terminated with cause from employment with the Agency, unless a report has been rendered in the preceding 90 days. Exceptions would be voluntary termination or resignation. In all cases termination will be accompanied by a follow-up exit interview communication from the Agency Central Office.**
- B. Whenever an employee is going to be absent from his or her job for a period of 30 days or more because of layoff, military leave, or approved leave of absence, unless a report has been rendered in the preceding 90 days.**
- C. A special report may be submitted whenever the Governing Board, Executive Director or supervisor desires to record instances of performance worthy of recognition, either favorable or unfavorable. Reasons for submission of this type of report shall be explained in the remarks section.**
- D. At the completion of the employee's first six months of employment with the agency.**

**Each employee shall be rated by an immediate supervisor. If an employee receives approximately equal supervision from two supervisors, both supervisors shall cooperate in preparing the report. If the supervisor is ill, absent, or otherwise unable to complete a performance report within the specified time period, the report shall be completed upon return to work of the supervisor and reason for late submission explained. The Executive Director shall make final approval of all performance reports. In exceptional circumstances approved by the Executive Director a person other than the immediate supervisor may prepare the report. The Executive Director shall be evaluated by the Executive Committee of the Board of Governors.**

**The original performance report will be filed with the Agency Central Office and a**

copy will be retained in the employee's personnel file. The supervisor will rate the employee on overall performance, not on isolated instances. The supervisor will, as appropriate, comment in the remarks section of each area rated. Each employee will need to sign the evaluation to indicate that he or she has been given the opportunity to review the report.

In addition to the regular performance evaluations described above, special performance evaluation may be conducted by a supervisor at any time to advise an employee of the existence of performance or disciplinary

## **DISCIPLINE & DISCHARGE**

### **Grievance Procedure**

All employee grievances shall be given prompt and fair consideration.

#### **Procedure**

Any employee may discuss a grievance with his or her supervisor within 10 working days from the date of the occurrence that caused the grievance.

The grievance should be put in writing within 3 working days of discussing it with his or her supervisor if the employee is not satisfied with the supervisor's decision. The written grievance should be submitted to the Executive Director, who will schedule a meeting with the employee and the Governing Board member of that county. The supervisor will be brought into the meeting at the discretion of the Executive Director.

The Executive Director will uphold, reverse, or modify the decision reached by the supervisor, but only after conference with both the employee having a grievance and his or her supervisor. If either the employee with a grievance or the supervisor is dissatisfied with solutions proposed by the Director, either may appeal the decision to the Executive Committee of the Board in writing within 5 working days of the Executive Director's decision.

The Executive Committee of the Board will consider and weigh the facts as ascertained. If necessary, they will discuss with the parties involved (complaining party, supervisor and/or the Executive Director) to clarify or elaborate further. The Executive Committee will then take the issue to the Board at either a regular or special called meeting. The Board may then, in either open meeting or Executive Session, discuss the grievance and then vote their decision in open meeting.

This procedure excludes grievances from employees who are suspended or dismissed. Should an employee who has been suspended or dismissed wish to file a grievance, it should be

submitted, in writing, within 10 working days of the date of the occurrence, to the Chairman of the Governing Board.

If the grievance is against the Executive Director, the employee shall discuss the grievance with the Chairman, Vice Chairman or Secretary/Treasurer of the Governing board within 10 working days from the date of the occurrence that caused the grievance. The supervisor or Governing Board Officer will document the time, place, and nature of the grievance. The supervisor or Governing Board Officer will attempt to satisfactorily address the grievance for the employee.

### **Burden of Proof**

It shall be clearly stated at the beginning of a grievance review and hearing that management (Executive Director) has the burden of proving by the preponderance of evidence that the action which it took in regard to the appealing employee was justified under all facts and circumstances. The Chairman of the Board has authority to require the appearance of the Agency employee and to compel the production of any key documents or other evidence in the possession of the Agency and may do so at the request of either party.

**The hearings and review shall be informal in nature; however, the committee should confine the lines of inquiry to charges specified.**

Both the Executive Director and the appealing employee may be represented by legal counsel if so desired and requested 24 hours prior to the hearing. Should the employee wish to be represented by legal counsel, the employee is responsible for all related costs.

Promptly following Governing Board action, the Board Chairman shall render the Board's decision in writing to the complaining employee, and the Executive Director. All documentation shall retain the communication in their permanent record file. The action of the Governing Board shall be final.

Should the Executive Director of the agency wish to file a grievance, he or she must do so in writing, to the Executive Committee of the Board of Governors. If within 14 days of receipt of the grievance, the Executive Committee and the Executive Director cannot come to an agreement to resolve the issue; the grievance should be presented to the Governing Board at the next regularly scheduled Governing Board meeting. The Governing Board will discuss the grievance at this meeting in closed session, and make a determination. The determination shall be voted on in open session of the Governing Board and the vote shall be counted in accordance with the agency's constitution and by-laws. The Governing Board will provide its decision, in writing, to the Executive Director within 5 business days of the decision.



## **Corrective and Disciplinary Actions**

Midland Area Agency on Aging (MAAA) is an at-will employer. At any time you have the right to terminate your employment with MAAA for any or no reason, and MAAA retains the right to terminate your employment without notice for any or no reason not otherwise prohibited by federal or state law.

Midland Area Agency on Aging strives to create an environment in which employees are treated with respect. However, it may be necessary to use corrective or disciplinary actions in situations where an employee's performance or behavior does not meet expectations.

Corrective actions are administered to correct and improve an employee's job performance, and do not affect the current pay status or tenure of the employee. The employee's supervisor or Executive Director taking the corrective action will meet with the employee to provide an explanation of the problem and expectations for addressing the problem. The MAAA Employee Contact form should be used to provide a written description of the problem and corrective action required. The employee should acknowledge that the corrective action has taken place and will be placed in his or her personnel file. If the employee refuses to sign the form, the supervisor and a witness may sign the form with a notation being made that the employee refused to sign the form.

Repeated corrective actions may lead to disciplinary actions.

Disciplinary actions may be administered to discipline an employee for improper behavior or poor job performance. Disciplinary actions may be used after corrective actions have not resulted in recommended improvements, or when the nature of the violation is such that MAAA does not believe that a corrective action would be sufficient or effective. These actions may affect an employee's status or tenure and may result in discharge. Documentation of disciplinary actions shall consist of a brief narrative explaining the circumstances of the action, including the specific action taken by the supervisor and the action to be taken by the employee. The correcting or disciplining authority shall allow the employee to read the narrative, and both parties shall sign the document. The employee shall be permitted to add to the document his or her reply to the statements or actions contained. All documentation shall be maintained in the personnel file. The MAAA Employee Contact form should be utilized for these actions. The supervisor shall notify the Executive Director when disciplinary actions have been taken.

In determining appropriate disciplinary action, the supervisor shall consider the seriousness of the offense, any prior instances of corrective actions or disciplinary actions, any extenuating circumstances, and the employee's work record. Each case shall be considered individually and on its own merits.

The following are examples of offenses which may lead to corrective or disciplinary actions, up to and including dismissal. MAAA reserves the sole right to determine, in its own discretion, the disciplinary action which it believes to be appropriate. The following is not a complete list, but rather examples to give employees an idea as to what is considered a violation and may result in disciplinary action.

1. Violation of MAAA's Drug Free Workplace policy
2. Refusal to follow MAAA policy or procedure
3. Improper use of agency property
4. Insubordination or willful refusal to follow an order from a supervisor
5. Leaving work without permission from a direct supervisor or supervisor's designee
6. Abusive or obscene language towards other employees or program participant
7. Unwillingness to work cooperatively with co-workers
8. Intentional falsification of time sheets, reports or job employment applications
9. Theft or misappropriation of agency, agency participant or other employee funds or property
10. Deliberate conflict of interest
11. Damage or destruction of MAAA property
12. Habitual or excessive tardiness
13. Failure to maintain satisfactory working relationship with the public, Governing Board members or other employees.
14. Unauthorized or improper use of any type of leave.
15. Conviction of a felony or a misdemeanor involving fraud, dishonesty or moral turpitude
16. Violation of MAAA's policy on overtime or compensatory time
17. Any other behavior Midland Area Agency on Aging considers to be inconsistent with reasonable rules of conduct or is inconsistent with Midland Area Agency on Aging's best interests.

## **Separations, Suspensions and Dismissals**

### **Resignation**

All employees are employees at will and are entitled to terminate their position at any time without notice and without cause. All employees, however, are requested to provide at least fourteen (14) calendar days notice prior to terminating their employment to provide Midland Area Agency on Aging sufficient time to find a replacement employee and to process the

necessary termination paperwork. Midland Area Agency on Aging will provide date, job title, and job description for all voluntary or non-voluntary termination.

### Suspension

Suspensions are temporary separations from MAAA for disciplinary purposes. The Executive Director or the Governing Board may, for disciplinary purposes, suspend without pay, any employee for such length of time, as allowed by law, as either the Executive Director or the Governing Board considers appropriate, not to exceed 20 working days in any 12 month period, unless otherwise authorized by the Governing Board. Employees on suspension shall not be granted sick, vacation, holiday or compensatory leave during the suspension period, nor shall an employee be permitted to use accumulated or accrued leave. In the case of suspension, a written statement explaining the reasons for the suspension is presented at a regular or specially called Governing Board meeting and a copy filed in the employee's personnel file in the MAAA central office. An employee arrested and charged with a criminal offense may be suspended by the Executive Director or Governing Board pending the final outcome of the case.

### Dismissals

All employees of the Midland Area Agency on Aging are employees at will and may be terminated at will with or without cause and with or without prior notice. Employees may be dismissed either for disciplinary reasons or otherwise at the discretion of the Executive Director and/or the Governing Board. The following are examples of reasons for which either the Executive Director or the Midland Area Agency on Aging Governing Board may choose to dismiss an employee. The following list is not a complete list of examples, and the continued employment or termination of an employee is entirely within the discretion of either the Executive Director or the Governing Board.

1. Failure or refusal to comply with a reasonable or proper assignment from an authorized supervisor.
2. Violation of, or failure to comply with, State Constitution or statute, an executive order, published rules and regulations of the Agency, or the Federal guidelines under which the Agency operates.
3. *Inefficiency, incompetence, or negligence in the performance of duties.*
4. Violation of the MAAA Drug Free Workplace policy.
5. Careless, negligent, or improper use of Agency property, equipment, or funds.
6. Falsification, fraud, or omission of information in applying for a position.
7. Failure to maintain satisfactory and harmonious working relationships with the public, Board members, or other employees.
8. Conviction of a felony or a misdemeanor involving fraud, dishonesty or moral turpitude charged by a court of proper jurisdiction.
9. Theft or misuse of Agency property.

10. Repeated tardiness or absence without leave or authorization.
11. Conduct unbecoming of an Agency employee.
12. Failure to retain the confidentiality of personal or service related information regarding employees or persons served by the Agency by those staff persons entrusted with such sensitive information.

Any employee who engages in such actions, or witnesses another employee engaging in such actions, shall be obligated to report such violations to the Executive Director, and may be subject to disciplinary action, including dismissal, for failing to do so.

The terms or conditions under which an employee is dismissed and any of the post-termination benefits or payments that will be made will be solely those that are required by law, and/or that are permitted by the Governing Board in its sole discretion.

In all cases of dismissal, an Employee Contact Form shall be prepared and executed by the appropriate supervisor and executed by the Executive Director.

#### Equal Opportunity Employment Policy

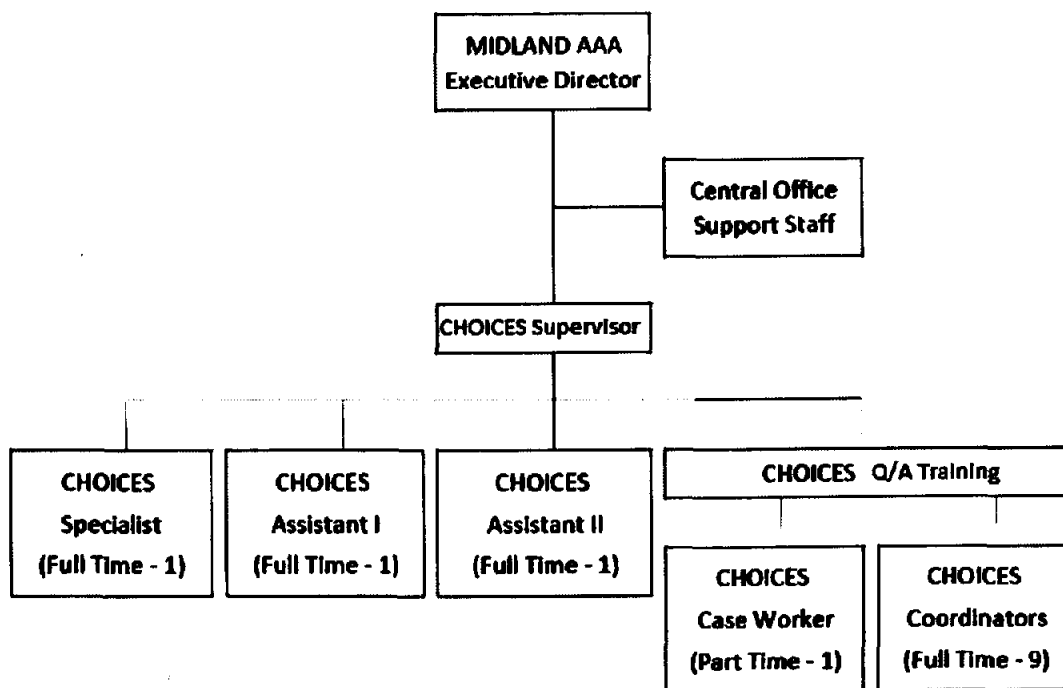
The agency shall take positive action in all areas of its operation to assure that all persons are given fair and equal opportunities from employment and advancement. MAAA shall ensure the prohibition of discrimination activity in employment and advancement based on race, color, national origin, age, sex, marital status, or disability, as well as any other basis protected by federal or state law, regulation or order. An Affirmative Action Plan is available from the Equal Opportunity Officer of the Agency. To learn who the Equal Opportunity Officer is, contact your supervisor or the Executive Director.

We also believe in the principles of the Americans with Disabilities ACT (ADA). The Act prohibits employers from unlawfully discriminating against employees or job applicant with disabilities when making employment decisions. We will provide reasonable accommodation to individuals with disabilities who are otherwise qualified for the job in question, as defined by the ADA. Please recognize, however, that we cannot promise to determine whether a reasonable accommodation exists and whether any such accommodation would cause an undue hardship.

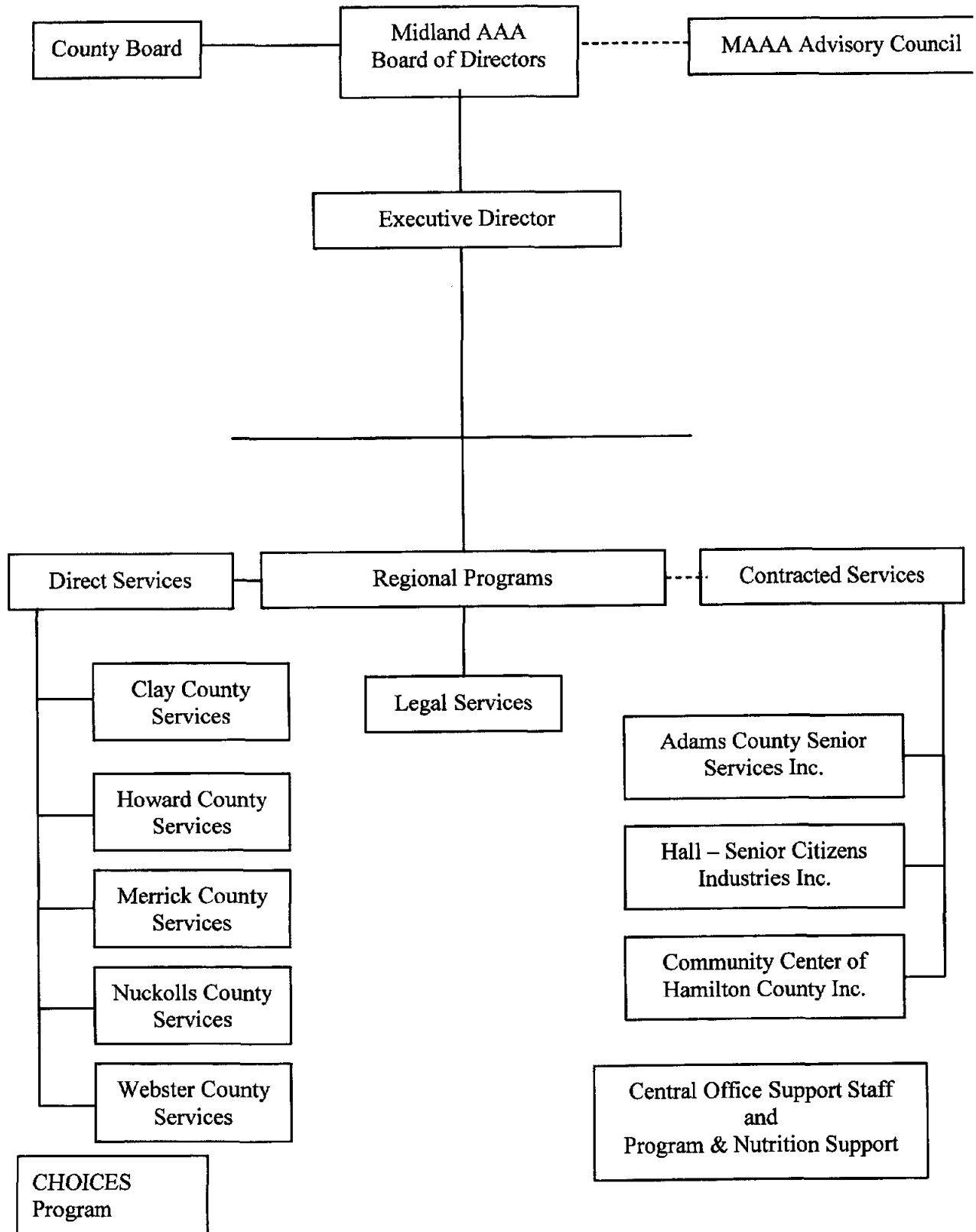
We want our commitment to equal opportunity to be a success. If you feel we are failing in our duty and promise of equal opportunity to all applicants or employee, please report your concerns at once to your supervisor or the Executive Director. We will take every reasonable measure to correct any unfairness and will treat all such concerns with the utmost confidence, to the extent reasonable possible and consistent with a fair resolution of the problem.

## Appendix D

### Care Management Unit Organizational Chart



**APPENDIX E**  
**MIDLAND AREA AGENCY ON AGING ORGANIZATIONAL CHART**



## Care Management Recert

## CARE MANAGEMENT

## Data Entry Worksheet

Submitted by: Bob Halada, 471-4737

Subgrant Y3 Document # \_\_\_\_\_

Amendment # 1 to Subgrant Y3 # \_\_\_\_\_

BU# Revision to Subgrant Y3 # \_\_\_\_\_

\*Yellow Highlight fields are mandatory by the DHHS/Program Staff before entry into NIS.

## ORDER HEADER ENTRY

25710179	Home Business Unit primarily for your Section/Unit. This is used for reporting purposes, however, G/L accounts are not affected by the data in this field. Each Division/Office has an assigned number.
535649	NIS Address Book Record of the vendor to whom the subgrant was awarded
25-01-22	Home Business Unit Address Book (facility, multiple address) (NSOB use # 250122)
Default - Facility, multi-address	
121465	Employee NIS Address Book ID# - Record of individual primarily responsible for tracking Subgrant.
DHHS Central Repository	Physical Location of Subgrant
7/1/2018	Beginning Date of Subgrant
6/30/2019	Expiration Date of Subgrant

## ORDER DETAIL (GRID) ENTRY

## DETERMINE IF MULTI-LINES NEED TO BE ADDED AT GRID.

95215	NIGP Code/Inventory Number
\$192,885.00	Subgrant \$ Amount
\$ and 1	NOTE - UoM is always \$ and Unit Cost is always 1
Midland Area Agency on Aging	BU# description (usually incorporates federal grant name, fiscal year, etc.)
FY19 CARE MANAGEMENT award	Purpose of Subgrant, reason for amendment, or which BU#s involved. Specific Description
25820080.594100 \$192,885.00	Business Unit (AID preferably) Object Code (594100-AID, 550101-ADMIN) Dollar amount
	If applicable Dollar amount
	If applicable Dollar amount

## FFATA REPORTING INFORMATION

168561264	DUNS #
	OCR (Officer Compensation Requirement) Type in field (Y) for Yes or (N) for No

Additional Notes from Program:

Service Contracts and Subgrants Team  
DHHS.ServiceContractsandSubgrants@nebraska.gov

6/21/2018



## Certificate Of Completion

Envelope Id: 8A6E8AB012874A51981F1E4FA210926E  
 Subject: Please DocuSign: DHHS Agreement #42928 Y3  
 Division: MLTC  
 Agreement Type: Subaward  
 Source Envelope:  
 Document Pages: 84  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Dawn LaBay  
 301 Centennial Mall S  
 Lincoln, NE 68508-2529  
 dawn.labay@nebraska.gov  
 IP Address: 164.119.62.168

## Record Tracking

Status: Original  
 6/29/2018 2:23:49 PM

Holder: Dawn LaBay  
 dawn.labay@nebraska.gov

Location: DocuSign

## Signer Events

Casey Muzic  
 Casey.Muzic@nebraska.gov  
 Executive Director  
 Midland Area Agency on Aging  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 A8A542D78D24414...

Using IP Address: 71.8.218.118

## Timestamp

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 Viewed: 7/2/2018 1:41:54 PM  
 Signed: 7/2/2018 1:47:29 PM

## Electronic Record and Signature Disclosure:

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 ID: ecae5731-e000-4e68-8ff1-80cfbb706ff8

Cynthia Brammeier  
 cynthia.brammeier@nebraska.gov  
 Administrator

DocuSigned by:  
  
 592408F0D41E43F...

Using IP Address: 164.119.63.127

Sent: 7/2/2018 1:47:30 PM  
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## Electronic Record and Signature Disclosure:

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Courtney Parker  
 courtney.parker@nebraska.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 6/29/2018 2:26:48 PM  
 Viewed: 7/2/2018 12:22:10 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 6/29/2018 2:26:47 PM Viewed: 6/29/2018 2:27:05 PM
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:26:47 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/2/2018 1:47:30 PM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/2/2018 2:20:32 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2018 2:20:32 PM
Certified Delivered	Security Checked	7/2/2018 2:20:32 PM
Signing Complete	Security Checked	7/2/2018 2:20:32 PM
Completed	Security Checked	7/2/2018 2:20:32 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## **How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

## **To advise Nebraska Department of Health & Human Services of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

## **To request paper copies from Nebraska Department of Health & Human Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## **To withdraw your consent with Nebraska Department of Health & Human Services**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

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